EXHIBIT H

Complaint, Clarendon Nat'l Ins. Co. v. Atlantic Risk Mgt., Inc., 2006 WL 8087236

2006 WL 8087236 (N.Y.Sup.) (Trial Pleading)
Supreme Court of New York.
New York County

CLARENDON NATIONAL INSURANCE COMPANY, Plaintiff,

v.

ATLANTIC RISK MANAGEMENT, INC., Defendant.

No. 1063242006.
May 8, 2006.

Complaint

David L. Fox, Esq., Robert Ungerleider, Esq., Felcher, Fox & Litner, P.C., 18 East 48th Street, New York, N.Y. 10017, Tel: (212) 758-4255, Fax: (212) 644-5609.

Plaintiff, **CLARENDON NATIONAL INSURANCE COMPANY** ("Clarendon"), by its undersigned attorneys, for its complaint against Defendant Atlantic Risk Management, Inc. ("ARM"), alleges as follows:

PARTIES

1. Clarendon National Insurance Company ("Clarendon") is a corporation duly organized and existing under the laws of the State of New Jersey, having its principal place of business at 7 Times Square, New York, NY 10036.

2. Upon information and belief, ARM is a corporation organized and existing under the laws of the State of New Jersey, and having an office at 7 Research Drive, Woodbridge, Connecticut.

COMMON ALLEGATIONS

3. Clarendon and ARM are parties to a certain claims administration agreement, effective as of November 6, 1997, as amended by amendments dated as of January 1, 2001, and January 1, 2002 (collectively referred to as the "Agreement"), under which Clarendon authorized ARM to administer and adjust claims made with respect to Clarendon insurance policies. A copy of the Agreement is attached hereto as *Exhibit A*.

4. Under the Agreement, ARM acted as a claims administrator for Clarendon during the period commencing on or about November 6, 1997, until its authority was terminated for cause, pursuant to Paragraph 5.3 of the Agreement, on February 13, 2006.

5. The Agreement authorized ARM, among other things, to:
A. Record, examine and promptly report each claim to Clarendon;

B. Investigate all reported claims;

C. Determine and evaluate any coverage issues in connection with the claims and refer same to Clarendon or counsel with recommendations;

D. Deny coverage for those claims which ARM determines should be denied based on factors established, in writing, by Clarendon as a basis for denying coverage;

E. Promptly notify and consult with Clarendon with respect to any loss or claim as to which ARM determines to deny coverage not based on factors established, in writing, by Clarendon as a basis for denying coverage; and

F. Coordinate a proper defense with outside counsel.

6. In the Agreement, ARM agreed, among other things, to promptly notify and consult with Clarendon with respect to any loss or claim resulting in a lawsuit being instituted against ARM or Clarendon.

7. Under the Section 4.1 of the Agreement, ARM agreed to indemnify Clarendon for any breach of ARM's obligations under the Agreement, as follows:

> 4.1 *Administrator's Indemnification.* The Administrator agrees to indemnify and hold the Company, its subsidiaries, successors and assigns, and the shareholders, directors, officers, agents and employees of any of them (collectively, the "Company Indemnitees"), harmless against and in respect of any and all claims, demands, actions, proceedings, liability, losses, damages (except consequential damages), judgments, costs and expenses, including, without limitation, attorneys' fees, disbursements and court costs, made or instituted against or incurred by the Company Indemnities, or any of them, and which arise, directly or indirectly, out of any failure of the Administrator, or its employees or representatives, to perform its obligations under or relating to this Agreement.

8. Under the Section 6.1 of the Agreement, the parties agreed that:

> 6.1 *Governing Law; Consent to Jurisdiction.* This Agreement shall be governed in all respects, including its validity, construction and performance, by the laws of the State of New York applicable to contracts to be performed in the State of New York. The parties agree that any action or proceeding, however characterized, arising out of or relating to this Agreement shall be brought only in the Supreme Court of the State of New York sitting in the county of New York or the United States District Court for the Southern District of New York, and the parties irrevocably submit to the exclusive jurisdiction of either such court for the purposes of any such action or proceeding. The parties waive any objection they may now or hereafter have to the venue of any such action or proceeding in either such court and any claim that such action or proceeding has been brought in an inconvenient forum. Any order or judgment of either of the foregoing courts may be enforced in any court having jurisdiction of the parties and/or the subject matter. Process in any action or proceeding in either of the foregoing New York courts may be served by certified mail, which service shall be sufficient to confer in-personam jurisdiction over the party so served.

9. Pursuant to:

A. Section 5.4(a) of the Agreement, upon termination for cause pursuant to Section 5.3, Clarendon shall have the option of assuming control of such open claims files as Clarendon may elect;

B. Section 1.3(d) of the Agreement, Clarendon is entitled to all claims files and records regarding the administration of claims pursuant to the Agreement;

C. Section 1.3(a) of the Agreement, Clarendon is entitled to a copy of the Claim Register (defined in the Agreement as a daily register of checks drawn on the Claims Account for each loss payment and allocated loss adjustment expense) and a copy of the reserve transaction journal; and

D. Section 1.3(b) of the Agreement, Clarendon is entitled to a copy of the Computer Data (defined in the Agreement as ARM's computer database). All of the claims files, records, hard copies of all adjuster notes for each claim file, the Claims Register (as defined in the Agreement), the Computer Data (as defined in the Agreement) the reserve transaction journal, all check stock from the Claims Account, all documents related to ARM's efforts to bill and collect deductible reimbursements from Clarendon's policyholders and all forms and supplies imprinted with Clarendon's name are collectively referred to herein as the "Files and Data."

10. ARM, by one or more of its officers, including Otto Kieslich, ARM's chief executive officer, came to New York on more than one occasion to transact business with Clarendon on behalf of ARM during the term of the Agreement.

11. Upon information and belief, on or about January 16, 2003, ARM, acting as Clarendon's claims administrator, received notice that an action entitled *Leroy R. Pittenger and Donna Pittenger v. East Manufacturing Corp., et al.* (Case No. 02-CV-223) (*"Pittenger v. East Manufacturing"*), had been commenced in the Court of Common Pleas of Lackawanna County, Pennsylvania, against Kephart Trucking Co. ("Kephart"), the named insured under two (2) Clarendon insurance policies: a trucker's liability policy, #ATM069600 (the "Trucker Liability Policy") and a general liability policy (the "General Liability Policy").

12. Upon information and belief, ARM did not retain counsel on behalf of Kephart, and as a result, no notice of appearance or responsive pleading in *Pittenger v. East Manufacturing* was filed on behalf of Kephart within the time period required by applicable law.

13. Upon information and belief, on or about February 7, 2003, a default judgment in *Pittenger v. East Manufacturing* was entered in favor of plaintiffs Leroy Pittenger and Donna Pittenger (collectively referred to as "Pittenger") and against Kephart establishing liability for damages.

14. Upon information and belief, on or about February 19, 2003, ARM acknowledged to Kephart that it had received the notice of claim.

15. Upon information and belief, on or about February 27, 2003, ARM sent Kephart a "reservation of rights" letter informing Kephart that there were questions whether coverage would be provided, arising from the worker's compensation exclusion and the employee exclusion in the Trucker Liability Policy, and late reporting of the claim. The said letter did not offer to provide Kephart with counsel to defend it in the aforesaid action. A copy of the said letter is attached hereto as *Exhibit B.*

16. Upon information and belief, on or about March 25, 2003, ARM sent Kephart a letter denying coverage under the Trucker Liability Policy. A copy of the said letter is attached hereto as *Exhibit C.*

17. Upon information and belief, ARM failed to (i) fully consider whether there was coverage available under the Trucker Liability Policy or the General Liability Policy, (ii) adequately investigate whether coverage was available under the

under the Trucker Liability Policy or the General Liability Policy, (iii) investigate whether there were facts sufficient to support the grounds on which it reserved Clarendon's rights and denied coverage under the under the Trucker Liability Policy or the General Liability Policy.

18. If ARM had taken reasonable steps to investigate the facts and the availability of coverage, it would have found that coverage was available under the policies, that the facts were not sufficient to support denying coverage under any exclusion in the Trucker Liability Policy, and that the claim had not been reported late.

19. If ARM had taken reasonable steps to perform its duties as a claims administrator for Clarendon, it would have appointed counsel and provided defense costs for Kephart and taken all such other action as was reasonably necessary and required to adjust and settle the claim.

20. If ARM had taken all such actions, then Pittenger's recovery in the Underlying Case might have been limited to no more than $50,000, and Clarendon would have suffered no additional loss or expense with respect to Pittenger's claim against Kephart.

21. Upon information and belief, because of ARM's above-described failures, a non-jury trial was held in *Pittenger v. East Manufacturing* without any counsel representing Kephart and on or about September 22, 2004, a decision was entered granting judgment to Pittenger against Kephart in *Pittenger v. East Manufacturing* in the sum of $3,186,291. Shortly thereafter the court awarded delay damages of $114,793.76 in accordance with the Pennsylvania Rules of Civil Procedure. On or about October 20, 2004, a judgment was entered in the aforesaid amounts with postjudgment interest at the rate of six (6%) percent per annum from the date of judgment to the date of payment. Pursuant thereto, interest in the sum of $225,197.29 was subsequently added to the judgment.

22. Upon information and belief, Kephart and Pittenger thereafter entered into an agreement whereby Kephart assigned its liability insurance coverage claims against Clarendon to Pittenger.

23. Thereafter, and on or about January 11, 2005, Pittenger as assignee of Kephart commenced an action in the Court of Common Pleas of Lackawanna County, Pennsylvania. This case was then removed to the United States District Court for the Middle District of Pennsylvania and repleaded as an action entitled *Leroy R. Pittenger and Donna Pittenger, his wife, as Assignees of Kephart Trucking Co. v. Clarendon National Insurance Company and Clarendon Insurance Group, Inc.* (Case No. 3:CV-05-0269). That case was consolidated with another case commenced by Kephart and *Pittenger* in state court and then removed to federal court entitled *Kephart Trucking Co., Leroy R. Pittenger and Donna Pittenger v. Clarendon National Insurance Company and Clarendon Insurance Group, Inc.* (Case No. 3:CV-05-0270) (the aforesaid consolidated action is referred to herein as *"Pittenger v. Clarendon"). (Pittenger v. East Manufacturing and Pittenger v. Clarendon* are collectively referred to herein as the *"Pittenger* Cases").

24. The plaintiffs in *Pittenger v. Clarendon* sought to recover from Clarendon the amount due under the judgment in the state court case, plus punitive damages. Specifically, Plaintiffs alleged that Clarendon was liable for punitive damages because its agent ARM (i) had acted unreasonably and contrary to industry practice, in denying coverage, (ii) did not have a reasonable basis for denying coverage under the employee exclusion and the worker's compensation exclusion in the Trucker Liability Policy or late reporting of the claim, and therefore the denial was made with reckless indifference and in bad faith, (iii) had a duty to defend Kephart against the Pittenger claim based on the allegations of the complaint, (iv) failed to reasonably and promptly investigate the claim, (v) failed to retain counsel to open the default judgment, and (vi) failed to consult coverage counsel before denying coverage, all of which were alleged to have constituted breach of contract, breach of the duty of good faith and fair dealing, and breach of fiduciary duty under Pennsylvania law, thereby entitling Pittenger to punitive damages.

25. *Pittenger v. Clarendon* was settled on or about February 3, 2006. Under that settlement and the prior settlement of the Underlying Case, Clarendon has paid $4,601,387.06 to settle the claims brought against it in the *Pittenger Cases,* as a result of ARM's conduct.

26. As a result of ARM's failure to perform its obligations under the Agreement, Clarendon suffered losses, damages, costs or expenses, including attorneys' fees and disbursements and court costs in an amount which has not yet been fully determined. As of the date hereof, the losses and damages paid by Clarendon in the *Pittenger* Cases total $4,601,387.06, but it is anticipated that Clarendon will be required to pay costs and expenses, including attorneys' fees and disbursements and court costs, and will suffer through the time of trial of this action further losses, damages, costs or expenses, including attorneys' fees and disbursements and court costs in an amount which cannot now be precisely determined, but which shall in any event exceed $5,000,000.

27. On or about January 19, 2006, Clarendon made a written demand for indemnification from ARM in accordance with the Agreement. A copy of the said demand is attached hereto as *Exhibit D.*

28. To date, ARM has failed and refused to indemnify Clarendon in accordance with its obligations under the Agreement.

29. On or about February 13, 2006, Clarendon gave ARM written notice of termination of the Agreement and made a demand for the return of all the Files and Data under ARM's custody and control and suspended ARM's authority to administer and adjust claims on behalf of Clarendon during the pendency of this action. A copy of the said notice and demand is attached hereto as *Exhibit E.*

30. On information and belief, to date, ARM has returned some but not all of the Files and Data to Clarendon in accordance with its obligations under the Agreement.

31. Thereafter, on or about March 16, 2006, Clarendon received notice that another bad faith action against Clarendon, entitled *Edward Tobey, Plaintiff, v. Clarendon Insurance, Inc., Defendant,* Docket No. L-8638-05 had been filed in the Superior Court of New Jersey, Law Division, Bergen County (referred to herein as *"Tobey v. Clarendon").*

32. Clarendon also learned that on or about February 9, 2006, a default judgment was entered against Clarendon in *Tobey v. Clarendon* because the time allowed for Clarendon to file an answer had expired. Upon learning of this default judgment, Clarendon retained counsel to defend that action. Clarendon's counsel has filed a motion to vacate the default judgment, which motion is currently pending,

33. *Tobey v. Clarendon* arose from a motor vehicle accident which occurred in March 2001, in which Mr. Tobey, who was covered under Clarendon commercial trucker insurance policy # ATM057600 (the "Tobey Trucker Liability Policy"), was injured when an unidentified vehicle caused Mr. Tobey's tractor-trailer to crash into another tractor-trailer. Upon information and belief, Mr. Tobey's claim against the second tractor-trailer was settled. Upon information and belief, Mr. Tobey then made a claim for uninsured benefits coverage under the Tobey Trucker Liability Policy.

34. Upon information and belief, on April 21, 2005, ARM, as claims administrator for Clarendon advised Mr. Tobey that the Tobey Trucker Liability Policy had an arbitration provision.

35. Thereafter, on or about August 31, 2005, ARM declined coverage under the Tobey Trucker Liability Policy on behalf of Clarendon.

36. Thereafter, on or about October 19, 2005, Mr. Tobey served a demand for arbitration on Clarendon through ARM, its agent, and upon information and belief, ARM ignored the said demand, and accordingly, Mr. Tobey commenced *Tobey v. Clarendon* against Clarendon, which action is still pending.

37. Upon information and belief, in addition to *Pittenger v. Clarendon* and *Tobey v. Clarendon,* there may be additional cases where ARM's negligence or other failure to perform its obligations has caused Clarendon to suffer damages which are not presently known, and Clarendon intends to amend the complaint should any such discovered during the course of the litigation.

AS AND FOR A FIRST CAUSE OF ACTION FOR NEGLIGENCE

38. Clarendon repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 37 as if set forth fully herein.

39. As Clarendon's agent and claims administrator, ARM owed Clarendon and its policyholders a duty to, among other things, adjust and settle all claims in accordance with: (a) applicable state law and the terms and conditions of the pertinent insurance policies; and (b) the customary standard of care generally adhered to by insurers and claims administration companies.

40. Upon information and belief, ARM failed to defend against and settle Pittenger's claim in accordance with applicable state law and the terms and conditions of the pertinent insurance policies, and the customary standard of care generally adhered to by insurers and claims administration companies, by, among other things, acting unreasonably and contrary to industry practice, in denying coverage, denying coverage under the employee exclusion, the worker's compensation exclusion under the policy and late reporting of the claim without any reasonable basis, failing to appoint counsel for Kephart and failing to defend Kephart against the Pittenger claim, failing to reasonably and promptly investigate the claim, failing to retain counsel to open the default judgment, failing to consult coverage counsel before denying coverage and failing to contest the amount of damages at the damages trial.

41. Upon information and belief, ARM failed to defend against and settle Tobey's claim in accordance with applicable state law and the terms and conditions of the Tobey Trucker Liability Policy, and the customary standard of care generally adhered to by insurers and claims administration companies, by, among other things, acting unreasonably and contrary to industry practice, in denying coverage, in failing to respond to the arbitration demand, thereby waiving Clarendon's right to arbitrate, and in failing to appoint counsel in a timely manner to defend Clarendon in *Tobey v. Clarendon.*

42. All of the losses, damages, costs or expenses, including attorneys' fees and disbursements and court costs incurred by Clarendon in connection with the *Pittenger* Cases and *Tobey v. Clarendon* directly and proximately resulted from the aforesaid acts and/or omissions of ARM, and were not caused or contributed to by Clarendon.

43. As a direct and proximate result of ARM's negligence, Clarendon has (i) suffered damages in the *Pittenger* Cases aggregating no less than $4,601.387.06, and (ii) will suffer damages in an amount that is not yet determinable in *Tobey v. Clarendon,* and is entitled to recover for such losses, and all Clarendon's further losses, costs, and expenses herein to the time of trial, including reasonable attorneys' fees, and any and all other relief this Court deems just and proper.

AS AND FOR A SECOND CAUSE OF ACTION FOR BREACH OF CONTRACT

44. Clarendon repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 37, and 39 through 44 as if set forth fully herein.

45. The acts and/or omissions alleged to have been committed by Clarendon in the *Pittenger* Cases and *Tobey v. Clarendon* were in fact committed by ARM, as Clarendon's agent, in violation of its obligations to Clarendon under the

Agreement, thereby causing Clarendon to suffer (i) damages exceeding $4,601,387.06 in the *Pittenger* Cases, and (ii) a default judgment in *Tobey v. Clarendon.*

46. The losses, damages, costs or expenses, including attorneys' fees and disbursements and court costs incurred by Clarendon, and to be incurred by Clarendon in connection with the *Pittenger* Cases and *Tobey v. Clarendon,* directly and proximately resulted from the aforesaid acts and/or omissions of ARM, and were not caused or contributed to by Clarendon.

47. As a direct and proximate result of ARM's breach of contract, Clarendon (i) has suffered damages aggregating no less than $4,601.387.06 in the *Pittenger* Cases, and (ii) will suffer damages in an amount that is not yet determinable in *Tobey v. Clarendon,* and is entitled to recover for such losses, and all of Clarendon's further losses, costs, and expenses herein to the time of trial, including reasonable attorneys' fees, and any and all other relief this Court deems just and proper.

AS AND FOR A THIRD CAUSE OF ACTION FOR INDEMNIFICATION

48. Clarendon repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 37, 39 through 43 and 45 through 47 as if set forth fully herein.

49. All of the losses, costs, damages and expenses suffered by Clarendon have been the direct result of ARM's failure to perform its obligations under or relating to the Agreement, and were not caused or contributed to by Clarendon.

50. Under the Agreement, Clarendon is entitled to indemnification by ARM (i) in the sum of $4,601, 387.06 regarding the *Pittenger* Cases, and (ii) in an amount that is not yet determinable in *Tobey v. Clarendon,* plus its reasonable costs, expenses and attorneys' fees in the prior actions, and all of its losses, costs and expenses, including reasonable attorneys' fees in this action.

AS AND FOR A FOURTH CAUSE OF ACTION FOR INJUNCTIVE RELIEF

51. Clarendon repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 37,39 through 43,45 through 47 and 49 through 50 as if set forth fully herein.

52. Clarendon is entitled under the Agreement to immediate receipt of the Files and Data.

53. Clarendon requires the Files and Data in order to comply with the terms of its reinsurance agreements, to comply with statutory obligations to its policyholders and regulatory agencies, and for any other legal proceedings that may arise concerning Clarendon policies.

54. Clarendon has duly demanded that ARM provide it with the Files and Data, but on information and belief, ARM has done so only in part, and still withholds certain Files and Data from Clarendon.

55. Unless ARM is ordered and directed to provide the Files and Data to Clarendon, Clarendon, as well as its insureds, will suffer irreparable damage, for which they has no adequate remedy at law. Clarendon has a likelihood of success on the merits and the balance of the equities favors granting injunctive relief to Clarendon.

56. Clarendon is entitled to its costs and expenses incurred herein, including reasonable attorneys' fees.

57. Clarendon has not made any previous application for the relief requested herein.

AS AND FOR A FIFTH CAUSE OF ACTION FOR SPECIFIC PERFORMANCE

58. Clarendon repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 37, 39 through 43, 45 through 47, 49 through 50 and 52 through 57 as if set forth fully herein.

59. At all times referred to herein, ARM was and is in possession and/or control of the Files and Data.

60. In accordance with the terms of the Agreement, Clarendon demanded that ARM deliver and provide Clarendon with full access to the Files and Data.

61. To date, ARM has failed and refused to follow Clarendon's instructions by: a) failing and refusing to provide Clarendon with all the Files and Data, b) failing and refusing to obey Clarendon's clear, unambiguous and reasonable instructions to provide Clarendon access to all of the Files and Data, and c) preventing Clarendon from responding adequately to information requests from its reinsurers as required under and pursuant to Clarendon's reinsurance agreements, and from its insureds and regulators, by wrongfully withholding some of the Files and Data.

62. Clarendon has no adequate remedy at law.

63. Clarendon is entitled to specific performance of the terms of its Agreements and these terms explicitly require ARM to perform in the manner demanded by Clarendon.

64. Clarendon has not made any previous application for the relief requested herein.

AS AND FOR A SIXTH CAUSE OF ACTION FOR AN ACCOUNTING

65. Clarendon repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 37, 39 through 43,45 through 47,49 through 50, 52 through 57 and 59 through 64 as if set forth fully herein.

66. Pursuant to Section 8.2 of the Agreement, ARM is obligated to account on its own records for "trust funds" (defined in the Agreement as funds due to Clarendon or its insureds) and to pay to Clarendon all sums for which it cannot account.

67. Despite due demand, ARM has failed and refused to account for or pay trust funds due Clarendon.

68. Clarendon has no adequate remedy at law.

WHEREFORE, Clarendon demands judgment:
A. On the first cause of action for (i) compensatory damages in the sum of no less than $4,601.387.06, with interest from the respective dates that Clarendon made payments, (ii) future damages costs and expenses in an amount that is not yet determinable with respect to *Tobey v. Clarendon,* which has not been finally determined, and (iii) future damages costs and expenses in an amount that is not yet determinable with respect to further bad faith cases that are not yet known, pending or commenced against Clarendon as a result of the acts or omissions of ARM;

B. On the second cause of action for (i) compensatory damages in the sum of no less than $4,601.387.06, with interest from the respective dates that Clarendon made payments, (ii) future damages costs and expenses in an amount that is not yet determinable with respect to *Tobey v. Clarendon,* which has not been finally determined, and (iii) future damages costs and expenses in an amount that is not yet determinable with respect to further bad faith cases that are not yet known, pending or commenced against Clarendon as a result of the acts or omissions of ARM;

C. On the third cause of action for (i) compensatory damages in the sum of no less than $4,601.387.06, plus its reasonable costs, expenses and attorneys' fees in the prior actions, with interest from the respective dates that Clarendon made payments, (ii) future damages costs and expenses in an amount that is not yet determinable with respect to *Tobey v. Clarendon,* which has not been finally determined, and (iii) future damages costs and expenses in an amount that is not yet determinable with respect to further bad faith cases that are not yet known, pending or commenced against Clarendon as a result of the acts or omissions of ARM;

D. On the fourth cause of action:

1. For an order directing ARM to immediately deliver to Clarendon the Files and Data;

2. For a permanent injunction providing the relief granted under 1, above;

E. On the fifth cause of action, for an order of specific performance requiring ARM to: (a) immediately turn over to Clarendon the Files and Data, (b) provide the Files and Data that Clarendon may request in connection with reinsurer, regulator and/or insured inquiries or legal proceedings, and necessary to comply with Clarendon's reinsurance agreements and regulatory filings; and (c) otherwise fully comply with all post-termination provisions of the Agreement;

F. On the sixth cause of action, for an accounting from ARM to Clarendon for funds due to Clarendon or its insureds) and to pay to Clarendon all sums for which it cannot account; and

G. On each and every cause of action, all additional damages incurred to the time of trial, plus prejudgment interest and costs and expenses incurred by Clarendon herein, including reasonable attorneys' fees together with such other and further relief as the court deems just and proper.

Respectfully submitted,

DATED: May 8, 2006

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